

HONORABLE ROBERT J. BRYAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

MARGARET L. DIBB, SHAUNA OVIST,  
SAMANTHA MASON, and WENDY  
GONDOS individually, and on behalf of others  
similarly situated,

Plaintiffs,

vs.

ALLIANCEONE RECEIVABLES  
MANAGEMENT, INC.

Defendant.

NO. 3:14-CV-05835-RJB

**DEFENDANT ALLIANCEONE  
RECEIVABLES MANAGEMENT,  
INC.'S REPLY IN SUPPORT OF ITS  
MOTION TO QUASH**

The issue before this Court is simple: can Plaintiffs unilaterally determine the person most knowledgeable from Defendant AllianceOne Receivables Management, Inc. ("ARMI") to testify regarding certain topics. Plaintiffs argue they can merely because ARMI's employees Kara Collett and Michael Crawford have filed declarations in this matter and work in ARMI's IT department. Notably, they site no legal authority for this contention because only a corporation can designate its speaking agent on any particular topic.<sup>1</sup> If Plaintiffs seek to depose the person most knowledgeable regarding certain topics, the proper procedure is a 30(b)(6), not unilaterally selecting ARMI employees to depose. On top of this, Kara Collett and Michael Crawford are not

---

<sup>1</sup> FRCP 30(b)(6).

parties to this litigation and are entitled to extra protection from this Court from harassment and the burden of being forced to take off work and travel for a deposition. ARMI's motion to quash should be granted.

**A. ARMI Has Standing To Quash The Subpoenas Because Defendants Are Attempting To Unilaterally Designate ARMI's Speak Agent, Which They Are Not Authorized To Do.**

Plaintiffs state in their response that they want to depose Kara Collett and Michael Crawford on the following topics: how to compile and produce accurate class data in a "usable" format, details of collection procedures, communications with ARMI's vendors, ARMI's collection notices, and methods for accessing data in CUBS. Interestingly, these topics were not included in Plaintiffs' original 30(b)(6) notice. Plaintiffs also did not question ARMI's 30(b)(6) witness about them during his deposition. Essentially, Plaintiffs have unilaterally determined that Ms. Collett and Mr. Crawford are the persons most knowledgeable from ARMI on these topics.

This is not a case where the non-parties sought to be deposed are wholly unrelated to the entity seeking to quash the subpoena. These non-parties are ARMI's employees, whom Plaintiffs have determined may have information about ARMI's business. ARMI has an interest in (1) protecting its employees from harassment and undue burden, and (2) in deciding who gets to speak on its behalf. Plaintiffs do not get to determine which ARMI employee is most knowledgeable on these topics and do not have the right to effectively select ARMI's speaking agent merely because they signed declarations. If that were the case, 30(b)(6) designations would be useless.

**B. Plaintiffs Did Not Indicate A Desire To Depose Kara Collett and Michael Crawford Related To Their Declarations During The Parties' Meet and Confer.**

Plaintiffs did not indicate a desire to depose Kara Collett and Michael Crawford related to their declarations when the parties met and conferred on this issue. Plaintiffs raise this for the

1 first time in their response. Indeed, it is also not mentioned in all the correspondence exchanged  
 2 between the parties about these depositions. During the meet and confer, Plaintiffs indicated  
 3 they wanted to depose ARMI's employees regarding CUBS data fields and handling costs.<sup>2</sup>  
 4 ARMI is not required to be omniscient and anticipate all other reasons why Plaintiffs may want  
 5 to depose its employees; if Plaintiffs had other reasons for seeking to depose ARMI's employees,  
 6 it should have been disclosed during the meet and confer. That is the point of a *good faith* meet  
 7 and confer. This is particularly true when, as here, Plaintiffs are attempting to designate these  
 8 two employees as persons most knowledgeable regarding certain topics related to ARMI's  
 9 business operations without ARMI's consent.

10 **C. Plaintiffs' Alleged Discovery Issues Are Wholly Unrelated To The Issue Before This**  
 11 **Court.**

12 Plaintiffs indicate in a footnote that "if Defendant truly believed that it knew the  
 13 information Plaintiffs were seeking with these depositions, it could voluntarily provide it,  
 14 obviating the need for further discovery." ARMI is not required to voluntarily provide  
 15 information not sought in discovery requests.

16 Plaintiffs further attempt to cloud the issue before this Court by alleging that ARMI failed  
 17 to provide documents in a "usable" format and "renege" on its agreement to produce documents  
 18 as excel files. ARMI did not agree to produce documents in a specific format.<sup>3</sup> ARMI provided  
 19 documents in PDF format. It is not required to re-create a document merely because Plaintiffs  
 20 would prefer an Excel spreadsheet. Plaintiffs do not get to dictate how ARMI compiles its data  
 21 from its systems. PDF documents are usable and there is no judicial authority requiring ARMI  
 22 to re-create documents in specific format at Plaintiffs' whim.

24 

---

<sup>2</sup> See Declaration of Jeffrey E. Bilanko dated October 8, 2015(Doc. #99) ¶7; see also Bilanko Decl. at ¶¶4-5,  
 25 Exhibits B and C.

26 <sup>3</sup> Declaration of Elizabeth K. Morrison ("Morrison Decl.") ¶3.

1 Jon Boquist, ARMI's 30(b)(6), testified that he *believed* the Department of  
 2 Transportation was a client. Notably, he also stated that at any given time, there are potentially a  
 3 hundred clients that would assign non-sufficient funds check / dishonored check accounts, and  
 4 that he could not name specific clients with certainty that they are still an active client.<sup>4</sup> This is a  
 5 far cry from definitively what Plaintiff is insinuating.

6 Finally, Plaintiffs' take on the telephone recordings is wrong. ARMI produced two  
 7 recordings, despite believing neither was responsive.<sup>5</sup> Subsequently, based on Mr. Boquist's  
 8 deposition testimony, ARMI reviewed its files again, which is when it located the additional  
 9 recordings. ARMI promptly produced them.<sup>6</sup> Contrary to Plaintiffs' implication, there was no  
 10 conspiracy to hide these recordings; ARMI is allowed under FRCP 34 to supplement its  
 11 productions as relevant documents are located.

12 **D. Plaintiffs Have An Obligation To Notify ARMI Of When These Depositions Go**  
 13 **Forward**

14 It is worth noting that Plaintiffs' response is the first Plaintiffs have mentioned that these  
 15 depositions were not going forward on October 16, 2015. In the event the Court permits  
 16 Plaintiffs to select Kara Collett and Michael Crawford as ARMI's speaking agents, ARMI would  
 17 like its attorneys to be present at the depositions and requests that Plaintiffs be required to notify  
 18 ARMI of when the depositions take place.

24 <sup>4</sup> Morrison Decl. ¶4.

25 <sup>5</sup> Morrison Decl. ¶5.

26 <sup>6</sup> Morrison Decl. ¶5.

1 Dated: October 16, 2015

GORDON & REES LLP

2 By: s/ Elizabeth K. Morrison  
3 Jeffrey E. Bilanko, WSBA #38829  
4 Elizabeth K. Morrison, WSBA #43042  
5 701 5<sup>th</sup> Avenue, Suite 2100  
6 Seattle, WA 98104  
7 Phone: (206) 695-5100  
8 Fax: (206) 698-2822  
9 [jbilanko@gordonrees.com](mailto:jbilanko@gordonrees.com)  
10 [emorrison@gordonrees.com](mailto:emorrison@gordonrees.com)  
11 Attorneys for Defendant AllianceOne  
12 Receivables Management, Inc.  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

DEFENDANT ALLIANCEONE RECEIVABLES  
MANAGEMENT, INC.'S REPLY IN SUPPORT OF ITS  
MOTION TO QUASH  
(3:14-CV-05835-RJB)  
PAGE -5

**GORDON & REES** LLP  
701 5th Avenue, Suite 2100  
Seattle, WA 98104  
Telephone: (206) 695-5100  
Facsimile: (206) 689-2822

**CERTIFICATE OF SERVICE**

I hereby declare, under penalty of perjury under the laws of the State of Washington, that on this 16<sup>th</sup> day of October, 2015, I caused a true and correct copy of the foregoing document to be served via CM/ECF system on:

Kathleen Box  
David A. Lean  
Leen and O'Sullivan, PLLC  
520 E Denny  
Seattle, WA 98122  
Tel: (206) 325-6022  
Fax: (866) 526-9994

☐ U.S. Mail Postage Prepaid  
☒ CM/ECF  
☐ Hand Delivery  
Email: [katy@leenandosullivan.com](mailto:katy@leenandosullivan.com)  
[david@leenandosullivan.com](mailto:david@leenandosullivan.com)

Paul Arons  
Law Office of Paul Arons  
685 Spring Street, #104  
Friday Harbor, WA 98250  
Tel: (360) 378-6496  
Fax: (360) 378-6498

☐ U.S. Mail Postage Prepaid  
☒ CM/ECF  
☐ Hand Delivery  
Email: [lopa@rockisland.com](mailto:lopa@rockisland.com)

Samuel R. Leonard  
Antoinette Davis Law, PLLC  
528 Third Avenue W, Suite 102  
Seattle, WA 98119  
Tel.: (206) 486-1011  
Fax: (206) 905-5910

☐ U.S. Mail Postage Prepaid  
☒ CM/ECF  
☐ Hand Delivery  
Email: [sam@toniedavislaw.com](mailto:sam@toniedavislaw.com)

Beth E. Terrell  
Erika L. Nusser  
Terrell Marshall Daudt & Willie, PLLC  
936 North 34th Street, Suite 300  
Seattle, Washington, 98103-8869  
Tel: (206) 816-6603  
Fax: (206) 350-3528

☐ U.S. Mail Postage Prepaid  
☒ CM/ECF  
☐ Hand Delivery  
Email: [bterrell@tmdwlaw.com](mailto:bterrell@tmdwlaw.com)  
[enusser@tmdwlaw.com](mailto:enusser@tmdwlaw.com)

s/Jeanne Perrin  
Jeanne Perrin, Legal Assistant

DEFENDANT ALLIANCEONE RECEIVABLES  
MANAGEMENT, INC.'S REPLY IN SUPPORT OF ITS  
MOTION TO QUASH  
(3:14-CV-05835-RJB)  
PAGE -6

**GORDON & REES LLP**  
701 5th Avenue, Suite 2100  
Seattle, WA 98104  
Telephone: (206) 695-5100  
Facsimile: (206) 689-2822